

**CUYAHOGA COUNTY
DEPARTMENT OF JUSTICE AFFAIRS
OFFICE OF REENTRY**

**PURCHASE OF SERVICE CONTRACT
WITH
CASE WESTERN RESERVE UNIVERSITY
BEGUN CENTER FOR VIOLENCE PREVENTION, RESEARCH AND EDUCATION**

THIS CONTRACT made and entered into this _____ day of _____, 2012 by and between Cuyahoga County, Ohio (the "County"), on behalf of the Department of Health and Human Services, Office of Reentry ("Agency") and the Begun Center for Violence Prevention, Research and Education, Mandel School of Applied Social Sciences, Case Western Reserve University, a nonprofit corporation with principal offices located at 11402 Bellflower Road, Cleveland, OH 44106-7167, ("Provider").

WHEREAS, pursuant to the legislative authority of the Second Chance Act of 2007 (Pub. L. 110-199), the U.S. Attorney General has approved the use of funds for providing evaluation of the demonstration project for adult offender reentry programs in the state of Ohio, County of Cuyahoga; and

WHEREAS, the United States Department of Justice, through its Office of Justice Programs, Bureau of Justice Assistance has awarded a grant to Cuyahoga County for evaluation of the demonstration project in accordance with the approved County plan described in the County's response to CFDA #16.812; and

WHEREAS, it is necessary that the County and the Provider enter into a contract/agreement in order to carry out the evaluation component of the demonstration project described in this contract and its accompanying Appendices.

NOW THEREFORE, the parties hereto do hereby agree as follows:

I. TERM

This contract will be effective from October 1, 2012 through September 30, 2013, inclusive, unless otherwise terminated or extended by formal amendment. The Agency reserves the right to exercise the option, subject to the agreement of both parties, to extend the length of this contract based upon the Agency's program needs, the Provider's performance, and the availability of funds.

The Provider is aware that funding for the services under this contract is not guaranteed to be continued after September 30, 2013.

II. PURCHASE OF SERVICE

Subject to the terms and conditions set forth in this contract and the attached APPENDICES (such APPENDICES are hereby incorporated by reference into this contract as if fully restated herein), the Provider agrees to evaluation of the demonstration adult offender reentry program, over the duration of this contract.

The Provider agrees to acknowledge the financial support of Cuyahoga County on any publications, promotional brochures, media releases, or other publicity materials produced with resources from this contract. This acknowledgement should be displayed in a prominent location.

III. RECORDS AND REPORTING

Provider will provide the Agency with quarterly financial status reports and semi-annual progress reports that indicate fiscal and programmatic status of the project. These status reports will include, at a minimum, the information required and described in the attached APPENDICES. The Agency reserves the right to request additional information and/or reports pertaining to the specific program during the contract period. It is the responsibility of the Provider to furnish the Agency with reports as requested. The Agency may exercise this right without a contract amendment. Provide also will meet quarterly with the Manager of the Agency or its designee to discuss the reports and Provider's operation. The Agency reserves the right to withhold payment until such time as the requested and/or required reports are received to the satisfaction of the Agency.

IV. COMPENSATION, BILLING, AND PAYMENT

The total amount of the contract cannot exceed Seventy Five Thousand Dollars (\$75,000.00) over the life of this contract. If the amount of the invoices exceeds the amount of the contract, the Provider realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

Billing and Payment – Payment shall be made by the County to the Provider on the basis of the Program Budget, attached to this contract as Appendix C, and hereby incorporated by reference as if fully restated herein.

The Provider will submit an invoice following service, with accompanying reports to the Agency as outlined in the Appendices. The Agency will review such invoices for completeness/ correctness and any information necessary before making payment within thirty (30) calendar days after receipt of an accurate invoice. The Agency shall not make invoice payments for any services invoiced later than 30 days after the end of the service month without prior Agency approval. The Agency reserves the right to withhold payment until such time as requested and/or required reports are received.

The Provider will indicate the following on each of its invoices: the contract number, type of service being rendered, dates service was rendered, and the

contract period. The invoice should also show the contract amount minus the invoice amount to reflect the remaining balance on the contract in order to obtain reimbursement.

The Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program in accordance with the requirements of Section IX.

V. MONITORING, EVALUATION, AND QUALITY IMPROVEMENT

The effectiveness of the Provider services shall be measured by the achievement of outcomes as identified in the Statement of Work and the Program Design, benchmarks as defined in the contract budget, and compliance with the terms and conditions of the contract.

The Agency will determine the overall performance of contracted services and programs through periodic monitoring activities and the Comprehensive Program Assessment (CPA).

Monitoring activities may consist of, but are not limited to:

- Reviewing required reports;
- Reviewing required invoicing documentation and protocol;
- Reviewing databases of monthly activity reports;
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities.

The CPA consists of a series of coordinated activities designed to support, assess, and document program implementation, performance, and compliance. CPA activities may consist of, but are not limited to:

- Agency site visits Provider facilities to observe program activities, and facilities;
- Provider presentations and meetings to discuss project features, progress, adjustments, or other notable project results;
- Case File Reviews conducted by the Agency to ensure compliance with case file requirements and documentation of services rendered;
- Review of methodologies; and
- Project enhancements and updates based on Agency feedback with regards to services and performance.

Findings based on any of the aforementioned activities will be communicated to the Provider in writing. In the event of negative findings demonstrating areas in need of improvement or noncompliance, the Provider will respond in writing detailing an improvement plan and/or a corrective action plan for each issue.

The CPA and monitoring are on-going and evolving processes. The Agency reserves the right to modify the processes, activities, and products during the contract period in order to meet the monitoring and compliance needs of the Agency most effectively.

Failure to achieve performance goals or to comply with the terms of this contract will be cause for or result in reduction of funding, recoupment of funds paid, or termination of this agreement in part or in whole.

VI. AVAILABILITY OF FUNDS

This contract is conditional upon the availability of FY 2012 Second Chance Act Program funds that are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function may be terminated by the Agency at the end of the period for which funds are available. The Agency will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

VII. DUPLICATE BILLING

The Provider warrants that claims made to the Agency for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public or private funds for the same service.

VIII. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided and supporting documentation for invoices submitted to the Agency by the Provider shall be retained and made available by the Provider for audit by the Agency, the State of Ohio, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Provider shall retain such records until the audit is concluded and all issues resolved.

IX. CONFLICT OF INTEREST

This contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangements(s) with other parties aside from the Agency, assuming that the contractual work in no way impedes the Provider's ability to perform the services required under this contract. The Provider warrants that at the time of entering into this contract, it has no interest, nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this contract.

The Provider further agrees that there is no financial interest involved on the part of any Agency officers, County elected officials, or employees of the county involved in the development of the specifications or the negotiation of this contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that conflict of interest occurs when an Agency, elected official, or County employee will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Provider will report the discovery of any potential conflict of interest to the Agency, and/or the County Executive. Should a conflict of interest be discovered during the term of this contract, the Agency and/or the County Executive may exercise any right under the contract including termination of this contract.

X. ASSIGNMENTS

The parties expressly agree that the contract shall not be assigned to another Provider without the prior written approval of the Agency.

The Provider may not subcontract any of the services agreed to in this contract without the express written consent of the Agency. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

XI. GOVERNING LAW: VENUE

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio in the state courts located in Cuyahoga County.

XII. INTEGRATION AND MODIFICATION

This instrument, with Appendices, embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract.

Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

XIII. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder

of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XIV. TERMINATION

The Agency may terminate this contract, for any reason, upon 60 day written notice delivered to the Provider. If, however, the Agency makes a good faith interpretation that services are unsatisfactory in terms of personal or service quality, the Agency shall notify the Provider with a list of specific deficiencies. Provider shall then have thirty (30) days (unless a longer period is agreed upon by the Parties) to correct stated deficiencies. If the Provider is unwilling or unable to correct the deficiencies within the allotted time, the Agency has the right to cancel this Agreement without further notice.

The Provider may terminate this contract upon 120 day written notice delivered to the Agency, subject to the following:

Provider agrees that it will be considered a material breach of this contract on Provider's part if Provider terminates service on this contract without cause, which is defined as:

- The Agency failing to meet the terms and conditions specified in the contract, or
- The Agency, through action or inaction on the Agency's part, rendering performance by the provider impossible.

The notice should be sent to the attention of the **Contract Manager at 310 W. Lakeside Avenue, Suite 550, Cleveland, Ohio 44113.** The Agency and the Provider shall agree on a reasonable phase-out of the program as a condition of the termination.

The parties further agree that should the Provider become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section IV – Billing and Payment.

The parties further agree that should the Provider become unable to complete the services requested in this contract for any reason, such work as the Provider has completed upon the date of its inability to continue the terms of this contract shall become the property of the Agency.

Neither the Agency, the County Executive, nor Cuyahoga County shall be liable to pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, or the date of termination of this agreement whichever is later, unless extended upon an agreement of the parties. It is agreed that even if the Provider renders services for which payments are due, that no payments will be made after the termination of this agreement, either as a result of

a default in the terms hereof or the day of termination of the contract, unless extended by an agreement of the parties. Notwithstanding the above, the Provider shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of the contract by the Provider. The Agency may withhold any compensation to the Provider for the purpose of offset until such time as the amount of damages due the Agency from the Provider is agreed upon or otherwise terminated.

XV. COMPLIANCE

The Provider certifies that the Provider and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

XVI. NON-DISCRIMINATION

The Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall apply to issues that include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

XVIII. INDEMNIFICATION

The University agrees to indemnify and save harmless the Court, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss damages, cost or expense for damages sustained by virtue of any act of the University, its officers or employees in the performance of the project under this Contract.

XIX. RELATIONSHIP

Nothing in this contract is intended, or shall be deemed, to constitute a partnership, association or joint venture between the County and the Provider in the conduct of the provisions of this contract. The Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Agency or the Cuyahoga County Executive or Council.

XX. DISCLOSURE

The Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the Provider or the Provider's business.

XXI. INSURANCE

The Provider shall at times during the terms of this Contract subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required there-under, and shall save the County Executive and Cuyahoga County harmless from any and all liability arising from or under said act. The Provider shall also furnish prior to the onset and delivery of said services and at such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referenced.

The Providers shall further purchase and maintain Employment Practices Liability insurance coverage, Professional Liability insurance, and Commercial General Liability (CGL) insurance coverage, during the life of this contract to cover any loss, liability or damage alleged to have been committed by the Provider, the Provider's employees, agents, servants, volunteers, or assigns. Cuyahoga County shall be named as an additional insured or co-insured on all policies, as herein specified by the County. It is understood that said CGL coverage is to include, but not be limited to, standard provisions for sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, product liability and firm damage. Exact copies of Certificates of Liability delineating such coverage shall be deposited with the Cuyahoga County

Executive prior to commencement of services under this Contract. The amounts of said insurance shall be as follows:

- Commercial General Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- Employment Practices Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- Professional Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate (where applicable).

The policies for each of the requisite insurance coverage's hereinabove specified shall contain the following provision: The Provider agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Contract involved, written notice shall be mailed to the Office of Health and Human Services-Office of Reentry 310 W. Lakeside Avenue, Suite 550, Cleveland, Ohio 44113.

Cancellation of insurance will constitute a default, which if not remedied within the stated thirty (30) day notice period shall cause immediate termination of this contract by the Cuyahoga County Executive.

XXII. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to the Agency and/or consumers of the Agency concerning the confidentiality of the Agency's consumers. The Provider understands that any access to the identities of any Agency consumers shall only be as necessary for the purpose of performing its responsibilities under this contract. The Provider agrees that the use or disclosure of information concerning the Agency consumers for any purpose not directly related to the administration of this contract is prohibited.

Client Data Confidentiality

By receiving client data in any form whatsoever, whether those data come from the client, from the Provider, or from any governmental agency, all parties to this agreement shall protect the confidentiality of said data as per the requirements of any state or federal statute or regulation including, but not limited to, the regulations promulgated by the United States Department of Health and Human Services, the provisions of HIPAA, or 45 CFR 164.501, any amendments thereto, and as detailed below.

Definition- "Client data" is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.

Permitted Uses and Disclosures- The Provider and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement. The Provider shall enter into and execute a Business Association Agreement (BAA) with any individual or organization to which it expects to disclose client data.

Safeguards- The Provider shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.

Reporting of Disclosure- The Provider shall promptly report to the Agency any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, Provider shall mitigate any adverse effects of such a breach to the extent possible.

Agents and Subcontractors- The Provider ensures that all its agents and subcontractors that receive client data from or on behalf of the Agency agree to the same restrictions and conditions that apply to Provider with respect to the use or disclosure of the client data.

Accessibility of Information- The Provider shall make available to the Agency such information as the Agency may require to fulfill the Agency's obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

Amendments of Information- The Provider shall make client data available to the Agency in order for the Agency to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the Agency, incorporate any amendments into the information held by the Provider and ensure incorporation of any such amendments into information held by its agents or subcontractors.

Disclosure- The Provider shall make available its internal practices, books and records relating to use and disclosure of client data received from the Agency, or created or received by the Provider on behalf of the Agency, to the Agency and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining the Agency's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.

Material Breach- In the event of a material breach of Provider's obligation under this section, the Agency may at its option terminate this agreement. Termination of this agreement shall not affect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

Return or Destruction of Information- Upon termination of this Agreement, the provider, at the Agency's option, shall return to the Agency, or destroy, all client data in its possession, and keep no copies of the information except as requested by the Agency or required by law. If Provider or its agents or subcontractors

destroy any client data then the Provider will provide to the Agency documentation evidencing such destruction. Any client data maintained by Provider shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

XXIII. BUSINESS CONTINUITY

The Provider shall maintain and make available to the Agency its Business Continuity Plan (BCP) relating to electronic files, application access, data back-up, and computer/system equipment recovery due to disaster or system failure. The BCP at a minimum should address:

- Recovery and restoration of critical systems and information within a specified time period after a disruption;
- Data Backup and restoration protocols in the event of a data loss;
- Hardware and systems restoration strategies; and
- Full and partial business restoration schedules.

XXIV. WARRANTY

The Provider warrants that its services and/or goods shall be performed and/or provided in a professional manner in accordance with applicable professional standards.

XXV. ACTS OF GOD

If by reason of Acts of God, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the force majeure does not affect the Agency's property or employees that are necessary to the Provider's ability to perform.

The term "Acts of God" as used herein shall mean without limitation: strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

The Provider shall, however remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents the Provider from carrying out its obligations contained herein.

XXVI. CHILD SUPPORT ENFORCEMENT

The Provider agrees to cooperate with the Agency and any other Child Support Enforcement Agency in ensuring that the Provider's employees meet child support obligations established under state law. Further, by executing this contract, the Provider certifies present and future compliance with any order for the withholding of child support payments that are issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

XXVII. PUBLIC RECORDS

Subject to Article XXII Confidentiality, this contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio Law, the Agency shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, the Provider acknowledges and understands that records maintained by the Provider pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

XXVIII. DRUG-FREE WORKPLACE

The Provider certifies and affirms that the Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XXIX. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, the Provider agrees to not discriminate in hiring and promoting against applicants for and participants in the Ohio Works Program. The Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to the Agency's consumers.

XXX. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract.

XXXI. WAIVER

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition.

XXXII. MAINTENANCE OF SERVICE

The Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the contract shall be maintained. The Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

XXXII. GRIEVANCE PROCESS

The Provider will notify the agency in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this contract. The Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The Provider will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

XXXIII. ELECTRONIC SIGNATURES

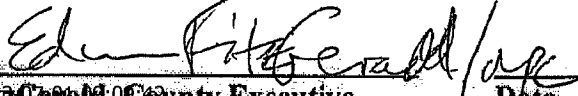
By entering into this Agreement, Begun Center for Violence Prevention, Research and Education, Mandel School of Applied Social Sciences, Case Western Reserve University agrees on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Kent State University Institute for the Study & Prevention of Violence, Inc also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of the Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

CUYAHOGA COUNTY, OHIO

BY:

Edward FitzGerald, County Executive



Edward FitzGerald, County Executive

Date

**CASE WESTERN RESERVE UNIVERSITY,
BEGUN CENTER FOR VIOLENCE PREVENTION, RESEARCH AND
EDUCATION**


BY:



Diane Domanovics
Assistant VP for Research

11/12/12

Date



John Sideras
Senior VP for Finance & CFO

11-14-12

Date

APPENDIX A

SCOPE OF SERVICES

SERVICES

Under the terms of this Agreement, Case Western Reserve University, Begun Center for Violence Prevention, Research and Education, "Provider," agrees to conduct and provide a systematic and comprehensive evaluation of the Office of Reentry 2012 Second Chance Act Demonstration Project ("Project").

Specifically, the Provider agrees to:

- Conduct a comprehensive evaluation of the process and implementation of the Project, based on analysis of archival data, exit interviews with Project clients, and focus group interview;
- Provide written and oral reports of the findings of these evaluations that include recommendations for modifications to the Project.

PERSONNEL

- Staffing: The Provider shall be responsible for the hiring and oversight of the following positions:
 - Chief Evaluator, Dr. David Hussey
 - A part-time research analyst to assist Dr Hussey;
- Staff Management and Supervision: Case Western Reserve University, Begun Center for Violence Prevention, Research and Education will be responsible for recruiting, training, and supervising qualified paid staff who will conduct the evaluations. Case Western Reserve University, Begun Center for Violence Prevention, Research and Education will provide administrative guidance and support to its paid staff;
- Verification of Hours Worked: Provider shall be responsible for verification of employees work hours.

APPENDIX B

STATEMENT OF WORK

The County agrees to provide funding to the Provider under the terms of the attached contract and its attached Appendices, which are hereby incorporated by reference as if restated herein. Provider agrees to fulfill its obligations as stated in the contract and in Appendix A, Scope of Services, and in addition agrees to:

- I. Provide four financial status reports. Each report should contain data specific to the reporting period as well as cumulative data. Reports shall be submitted to the Office of Reentry according to the following schedule:
 - January 15, 2013 (covering data for 10/1/12-12/31/12)
 - April 15, 2013 (covering data for 1/1/13-3/31/13)
 - July 15, 2013 (covering data for 4/1/13-6/30/13)
 - December 1, 2013 (covering data for 7/1/13-9/30/13)
- II. Provide, three reports that indicate fiscal and programmatic status of the project, summarizing the activity and services rendered by the Provider and program, as well as program outcomes achieved. Each report should contain data specific to the reporting period as well as cumulative data.
 - Reports shall be submitted to the Office of Reentry according to the following schedule
 - December 15, 2012 (covering data for 10/1/12-11/30/12)
 - June 15, 2013 (covering data for 12/1/12-5/31/13)
 - October 8, 2013 (covering data for 6/1/13-9/30/13)
 - Provider agrees to include the following performance measures and outcomes as part of these reports:
 - Number of new offenders added to the participants in the reporting quarter;
 - Total number of participants in the initiative;
 - Number of participants released in the reporting quarter;
 - Total number of participants released from jail or prison since the beginning of the initiative;
 - Number of participants resentenced or recommitted to a correctional facility for a new offense;
 - Number of participants who violated the conditions of their release that were recommitted to prison
 - Total number of participants resentenced to prison with a new convictions or a violation of the terms of supervision since the beginning of the initiative;
 - Total number of crimes in the target area reported during the quarter
 - Total population for the target area that the participant is returning to (county, city, and neighborhood)

- Number of participants who found employment during the quarter;
- Total number of participants by employment status;
- Number of participants who have enrolled in an educational program in that quarter;
- Total number of participants who are currently enrolled in an educational program;
- Total number of participants who are eligible for enrollment in an educational program;
- Number of participants who violated the conditions of their release in the quarter;
- Total number of participants who have violated the conditions of their release since the beginning of this initiative;
- Number of participants this quarter that are required to pay child support;
- Number of participants who paid their child support this quarter;
- Number of target population who found housing this quarter;
- Number of participants who are eligible for new housing this quarter;
- Total number of participants who have found housing since the beginning of this initiative;
- Number of participants assessed for substance abuse health services this quarter;
- Number of participants who were assessed as needing substance abuse services this quarter;
- Total number of participants who have been assessed as needing substance abuse services since the beginning of this initiative;
- Number of participants who enrolled in a substance abuse program this quarter;
- Total number of participants enrolled in a substance abuse program since the beginning of this initiative;
- Number of participants assessed for mental health services this quarter;
- Number of participants who were assessed as needing mental health services this quarter;
- Total number of participants who were assessed as needing mental health services since the beginning of this initiative;
- Number of participants who enrolled in a mental health program this quarter;
- Total number of participants enrolled in a mental health program since the beginning of this initiative;
- Total number of participants re-assessed regarding substance abuse during the reporting period;
- Total number of participants re-assessed as having reduced their substance use during the reporting period;
- Total number of participants re-assessed regarding alcohol use during the reporting period;
- Total number of participants re-assessed as having reduced their alcohol use during the reporting period.

III. Maintain an accounting system and supporting fiscal records adequate to enable the County to audit and otherwise verify all payments made.

APPENDIX C

BUDGET

The Agency agrees to pay the Provider for the costs described below to the degree they are determined to be fair and reasonable for the implementation of basic educational services for an amount not to exceed **\$75,000.00**.

- I. The Agency agrees to reimburse the Provider for costs incurred for salaries and fringe benefits for the following positions in an amount not to exceed **\$64,186.19**.

David Hussey, Chief Evaluator	\$14,444.44(1 MO Summer Salary)
Part-time Research Data Analyst	\$25,883.52 (\$73,953 @ 35% effort for 12 mos.)
Other Personnel (Adm/Res Personnel)	\$ 8,856.86 (\$49,205 @ 18% effort for 12 mos.)

TOTAL SALARIES **\$49,184.82**

TOTAL FRINGE BENEFITS **\$15,001.37**

- A. To receive reimbursement for these costs, the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation.

- II. The Agency agrees to reimburse the Provider for travel expenses for an amount not to exceed **\$300.00**.

- A. To receive payment for travel, the Provider must submit an invoice which details the purpose of the travel, as well as the number of miles traveled for each occurrence.
- B. Reimbursement for travel is at a rate of **\$.555** per mile, not to exceed **541 miles**.

- III. The Agency agrees to reimburse the Provider for miscellaneous expenses for supplies for the course of the project for an amount not to exceed **\$731.20**.

- A. To receive payment for supplies, the Provider must submit an invoice which details the items purchased, as well as the cost of each item.

- IV. The Agency agrees to reimburse the Provider for indirect expenses over the course of the project for an amount not to exceed **\$9,782.61**.

- A. To receive payment for direct costs, the Provider must submit an invoice which details the administrative costs, as well as the cost of each item.
- V. The Provider agrees that the services being contracted for are not available from the provider on a non-reimbursable basis for less than the unit rate.
- VI. The Provider understands that failure to comply with these provisions may result in provider refunding any funds received from the Agency that were in violation of any provisions contained above.
- VII. For payment processing, an invoice must be submitted by the 30th of the month directly to:

Department of Justice Affairs—Office of Reentry
c/o Bonnie, Budget Officer
310 W. Lakeside Avenue, Suite 550
Cleveland, OH 44113-1069
Phone: (216) 443-5557
Fax: (216) 698-2964
Email: bthomas@cuyahogacounty.us